

Marshalltown CSD

Teamsters #238 (Food Service) 7/1/2006 6/30/2009

MARSHALLTOWN CSD/TEAMSTERS #238
(FOOD SERVICE)

06-09

MASTER CONTRACT

between

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
317 COLUMBUS DRIVE
MARSHALLTOWN, IOWA 50158**

and

**CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238
COVERING
FOOD SERVICE PERSONNEL**

2006-2009

TABLE OF CONTENTS

	AGREEMENT	1
ARTICLE I	RECOGNITION	1
ARTICLE II	NON-DISCRIMINATION	1
ARTICLE III	GRIEVANCE PROCEDURE	2
ARTICLE IV	REPRESENTATION	4
ARTICLE V	SENIORITY	5
ARTICLE VI	HEALTH PROVISIONS	9
ARTICLE VII	LEAVES OF ABSENCE	10
ARTICLE VIII	HOURS OF WORK	13
ARTICLE IX	HOLIDAYS	14
ARTICLE X	WAGES	15
ARTICLE XI	DUES DEDUCTION	16
ARTICLE XII	MISCELLANEOUS	17
ARTICLE XIII	CONTINUING EDUCATION PROGRAM	17

APPENDIX

EXHIBIT A	Grievance Report	19
EXHIBIT B	Job Classification	22
EXHIBIT C-1	Salary Schedule, 2006-2007	23
EXHIBIT C-2	Salary Schedule, 2007-2008	24
EXHIBIT C-3	Salary Schedule, 2008-2009	25

AGREEMENT

The Board of Directors of the Marshalltown Community School District in the County of Marshall, State of Iowa (hereinafter referred to as the "Board") and the Chauffeurs, Teamsters & Helpers, Local No. 238 (hereinafter referred to as the "Union"), on behalf of the Union and on behalf of the Employees in the bargaining unit recognized and described in Article I of this Agreement, agree as follows:

ARTICLE I

RECOGNITION

Section 1. The Board hereby recognizes the Union as the certified and exclusive bargaining representative for the purpose of collective bargaining for all Employees of the Board described in the Public Employment Relations Board Decision and Order issued in Case No. 1610 on January 29, 1980, which designation includes all regular full-time and regular part-time food service employees of Marshalltown Community School District and excludes the following: management employees (including, without limitation, food service director, cafeteria managers and assistant managers, food service bookkeeper and food service secretary) and temporary and substitute employees and others excluded by the Public Employment Relations Act. Throughout this Agreement, whenever the terms "Employee" or "Employees" are used, they shall refer to Employees within the bargaining unit, unless otherwise noted.

Section 2. The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

Section 3. The Employer agrees not to enter into any agreement or contract with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

ARTICLE II

NON-DISCRIMINATION

Section 1. (a) There will be no discrimination against, interference with or restraint or coercion of any Employee by the Board because of an Employee's membership in the Union or because of her activities on behalf of the Union that are lawful and not in violation of this Agreement.

(b) Neither the Union, nor its representatives, nor the Employees represented by the Union will discriminate against, interfere with, intimidate or coerce any Employee because of such Employee's exercise of her right to join or refrain from joining the Union or to engage or refrain from engaging in Union activities, under state law.

(c) The Union, its representatives, and the Employees represented by it will not engage in solicitation for Union membership or collection of Union dues, initiation fees or assessments during working hours and will not engage in any other Union activities during working hours, except as provided for by law or by the terms of this Agreement.

Section 2. Neither the Board nor the Union will discriminate against any Employee or applicant for employment on account of race, color, creed, sex, religious beliefs, national origin or age, all as provided by law.

Section 3. Whenever in this Agreement reference is made to the female gender, it shall also be deemed to include, where applicable, the male gender.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. A grievance is a difference of opinion between the Board and an Employee, or a group of Employees, or between the Board and the Union with respect to the meaning, interpretation or application of any term or terms of this Agreement. A grievance must be presented to the appropriate supervisor in accordance with the following procedures not more than five (5) working days after the occurrence of the event giving rise to the grievance or it shall be considered waived, unless a different time limit is specifically provided for in this Agreement for a particular type of grievance.

Section 2. (a) The failure of an Employee (or, in the event of an appeal to arbitration, the Union) to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(b) It is agreed that any investigation or other handling or processing of any grievance shall be conducted during non-work time and so as to result in no interference with or interruption whatsoever of the normal work activities of the grievant or other Employees.

Section 3. Grievances will be handled in accordance with the following procedure:

(a) First Step:

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and her supervisor. In the case of employees assigned to elementary schools with satellite kitchens, the supervisor is the Assistant Manager at the High School. In the case of employees assigned to Anson Junior High School and to Lenihan Junior High School, the supervisor is the Manager, respectively, at each such school. In the case of employees assigned to Miller Junior High School or to the High School, either the Manager or Assistant Manager at each such school shall be deemed to be the supervisor,

respectively, of Employees assigned to such schools. In the case of food service personnel regularly assigned to a particular school building, the principal, or, in his absence, the assistant principal or other individual acting for the principal, will also be deemed to be a supervisor of such food service personnel but will not be deemed to be a "supervisor" for the purpose of processing a grievance through the grievance procedure. At the discussion of the matter with the supervisor, the grievant, if she desires, may be accompanied by her Steward.

(b) Second Step:

If the grievance cannot be resolved informally, the aggrieved shall file the grievance, in writing, using the grievance form, Exhibit A, and, at a mutually agreeable time, discuss the matter with the supervisor. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the Agreement alleged to be violated and shall state the remedy requested. The filing of the formal written grievance at the Second Step must occur within ten (10) calendar days from the date of the occurrence of the event giving rise to the grievance or the grievance shall be considered waived. At the discussion of the matter with the supervisor, the grievant, if she desires, may be accompanied by her Steward. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant within five (5) calendar days after receipt of the grievance.

(c) Third Step:

In the event a grievance has not been satisfactorily resolved at the Second Step, the grievant shall file, within five (5) calendar days of the supervisor's written decision at the Second Step, a copy of the grievance with the Director of Food Service. Within ten (10) calendar days after such written grievance is filed with the Director of Food Service, the aggrieved and, if she desires, her Steward and the Director of Food Service, or her designee, shall meet to attempt to resolve the grievance. The Director of Food Service, or her designee, shall file an answer within ten (10) calendar days of the Third Step grievance meeting and communicate it in writing to the grievant and the Union.

(d) Fourth Step:

In the event the grievance is not satisfactorily resolved at the Third Step, the grievant shall, within five (5) calendar days of the written decision of the Director of Food Service at the Third Step, file a copy of the grievance with the Business Manager. Within ten (10) calendar days after such written grievance is filed with the Business Manager, the aggrieved and, if she desires, her Steward and/or the Business Agent of the Union and the Business Manager, or his designee, shall meet to attempt to resolve the grievance. The Business Manager, or his designee, shall file an answer within ten (10) calendar days of this Fourth Step grievance meeting and communicate it in writing to the grievant and the Union.

(e) Fifth Step:

In the event the grievance is not satisfactorily resolved at the Fourth Step, there shall be available a Fifth Step of impartial arbitration. The Union may submit in writing a request on behalf of the Union and the grievant to the Business Manager within ten (10) calendar days following receipt of the Fourth Step answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two (2) parties within ten (10) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) calendar days, the Federal Mediation & Conciliation Service will be requested to provide a panel of five (5) arbitrators. Each of the two parties will alternately strike one name at a time from the panel list until only one shall remain. The remaining name shall be that of the arbitrator. The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and to decide the particular grievance submitted to him. He shall not have authority to add to, delete from or in any way modify, alter or amend any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

(e) The time limits set forth above may be extended, at any step of the grievance procedure, by mutual agreement of the parties, provided that the request for an extension is made before the expiration of the original time limits.

Section 4. If the Union or any Employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure. Neither the Union, the Board, nor any Employee shall release information to the public media concerning a grievance until the grievance has reached the Fifth Step in the grievance procedure.

Section 5. An Employee shall be discharged or suspended only for proper cause. Before an Employee is suspended or discharged, her Steward shall be notified of the suspension or discharge and be given an opportunity to hear the Employee's statement of her position. It is understood that any such meeting or hearing does not constitute a Step in the grievance procedure. Any grievance involving the suspension or discharge of an Employee must be filed in writing within three (3) working days after the suspension or discharge occurs, and any such grievance shall start at Step 4 of the grievance procedure. This section shall not be applicable in the case of suspension or discharge of a probationary Employee.

Section 6. The Union shall be furnished with a copy of any written warning letter or reprimand given to an Employee.

ARTICLE IV

REPRESENTATION

Section 1. In the administration of this Agreement, the Union shall be represented by four (4) stewards, one each assigned to the two middle schools, one at the high school (with the steward from Miller Middle School representing

the satellites supplied by Miller and the steward from the high school representing the satellites supplied by the high school) and one assigned to the Bakery at Lenihan.

Section 2. Within ten (10) days following the signing of this Agreement, the Board shall notify the Union in writing of its supervisory setup, insofar as the administration of this Agreement is concerned, and the Union shall notify the Board in writing of the names of its four (4) stewards. Both parties agree to keep the other party informed in writing of changes in these designations.

ARTICLE V

SENIORITY

Section 1. New Employees hired by the Board shall be probationary until they have worked the entire scheduled shift of sixty (60) working days. During the probationary period, the Board may terminate, discipline, suspend or otherwise act with respect to a probationary employee without any restriction under this Agreement and without any review of such action under the grievance procedure. An Employee retained after completion of her probationary period shall be placed at the bottom of the seniority list and her seniority shall be dated as of the date of her original hire as a permanent Employee.

Whenever the term "seniority" is referred to herein, it shall mean the Employee's total length of service in the school district since her last date of hire in one (1) of the classifications comprising the bargaining unit. Whenever the term "classification seniority" is referred to herein, it shall mean the Employee's total length of service in the classification to which she from time to time has performed work on a permanent basis since her last date of hire.

Section 2. (a) In all cases of layoff, transfer in lieu of layoff, recall and job bidding within the bargaining unit, seniority or classification seniority, as the case may be, shall apply where Employees have the skill, ability, qualifications and physical fitness to perform the work. It is understood and agreed that whenever the application of seniority (or classification seniority) is referred to in this Agreement, such application is subject to the provisions of this Section 2.

(b) In making determinations of skill, ability, qualifications and physical fitness, consideration will be given to skill, ability, qualifications and physical fitness as shown by the Employee's past work record and to previously demonstrated ability to learn job requirements within a reasonable period of time and to the Employee's certification status under the continuing education program of the American School Food Service Association.

Section 3. (a) When in the sole, exclusive and final judgment of the Board it becomes necessary to reduce the work force, the following procedure will be observed, subject to the provisions of Section 2 of this Article:

(1) Probationary employees in the job classification to be reduced will be laid off first.

(2) Any Employee who is reassigned to or who bids back into a position in her immediately preceding classification (which she held as a regular and permanent assignment) shall be entitled to treat all time worked during her most recent assignment in that classification as a part of her classification seniority, for purposes of applying the layoff provisions of this Section 3.

(b) An Employee displaced from her classification under (a) of this Section shall be assigned, on the basis of her seniority, either to a job in her same classification in another building or to a job in another classification in her same or lower labor grade, subject to the provisions of Section 2 of this Article and provided in either case that such other job is held by a less senior employee.

(c) Employees who do not have sufficient seniority or do not have the necessary skill, ability and qualifications to be entitled to an assignment under the procedure outlined above, will be laid off, provided, however, that an Employee who, it is believed, lacks the requisite skill, ability and qualifications to perform the work of the job to which she is assigned on the basis of her seniority, shall not be laid off until she has been afforded an opportunity for a period of fifteen (15) working days to demonstrate satisfactory performance of the job to which she is being assigned.

(d) Following the layoff, Employees who have remained on the payroll will be recalled to their regular assignments in the reverse order in which they were laid off and Employees who have been off the payroll will be recalled to the payroll in the reverse order in which they were laid off to any classification in the same or lower labor grade from which laid off, provided they are qualified and have the physical fitness to perform the work. During the time that any Employee is on layoff, no job posting shall be required when the number of Employees in the work force is to be increased and the vacancy can be filled by the recall of an Employee who is then on layoff.

(e) The Board shall give the Employees and the Union three (3) working days notice before a layoff.

(f) Employees laid off and desiring to retain their seniority rights must keep the Board informed as to their mailing addresses. Upon being notified by certified mail with a return receipt requested to report to work, Employees shall notify the Director of Food Service of their intentions within forty-eight (48) hours after receipt of the recall notice and shall report to work within a period of five (5) working days after receipt of such notice unless the Employee can establish a satisfactory reason such as illness or injury, for not returning to work within such five (5) day period.

(g) It is understood and agreed that there shall be no grievance filed by an Employee or the Union in connection with any layoff or recall, unless the grievance is presented to the Director of Food Service within five (5) working

days following notification to the Employee of her layoff or recall and such grievance shall start at Step 3.

Section 4. Seniority records shall be maintained by the Board and shall be available at all times and a copy shall be furnished to the Union on December 1 of each year.

Section 5. An Employee shall lose her seniority in the following manner:

(a) Absence from work for a period of one (1) year, because of illness or injury not compensable under the workers compensation law.

(b) If laid off for a period of time longer than one (1) year.

(c) By quitting. If an Employee is absent from work more than three (3) consecutive days without notifying her supervisor, it will be assumed that she has terminated her employment.

(d) By discharge for just cause.

(e) By failing to report for work at the expiration of a leave of absence.

(f) Failure to return to work upon recall after layoff within five (5) days after the Board has given notice of recall as provided in Section 3 of this Article V; provided, however, that if at the time of the layoff the Employee is advised when to return to work, her failure to return on the day so designated shall be deemed to be a voluntary quit.

(g) By employment elsewhere during any leave of absence due to any cause other than layoff except if such other employment is consented to by the Board.

Section 6. (a) Except for vacancies involving assignments of three (3) hours or less per day in the Food Service Worker and Satellite classifications, when permanent vacancies occur in a classification (classifications are specified on Exhibit B hereto), notice will be posted in each building where bargaining unit Employees are employed for a period of two (2) working days. Employees desiring to make application for the position available shall so indicate by appearing within two (2) working days after the notice is posted at the Office of the Director of Food Service at Lenihan Junior High school and filling out an application form. The notice shall specify the classification within which the vacancy exists, the hours, the building location and the labor grade. Vacancies involving assignments of three (3) hours or less per day in the Food Service Worker and Satellite classifications will be filled by the Board, based upon the expressed preference of the Employees involved and their respective seniority, as described in Section 2 above. If no such preferences have been communicated to the Board, the vacancy will be filled in any manner the Board sees fit.

(b) The Board shall have the right to permanently assign or transfer Employees between different job assignments in the same classification in the

same labor grade, whether such job assignment is within the same building or is in a different building or combination of buildings, and no biddable vacancies shall be deemed to exist when the vacant job can be filled by the Board in such manner. Employees shall be required to perform, as a part of their regular and permanent assignment, any and all work encompassed by the classification to which assigned, which is in the same or lower labor grade. The Board reserves the right to establish jobs which require the performance of duties in more than one (1) building.

(c) Pending the filling of a vacancy through the procedure set forth in this Section, the Board may fill the vacancy by temporary assignment. It is agreed that an Employee who is awarded a job under the provisions of (a) of this Section will be promptly notified of her successful bid and will be transferred to such job within thirty (30) working days after the job has been awarded to her.

(d) Employees shall be limited to two (2) successful bids during any contract year (July - June) and for purposes of implementing this provision, any successful bids prior to July 1, 1997 shall not be taken into account. It shall be considered a successful bid when an Employee bids on a posted vacancy and then (a) accepts the award or (b) refuses to accept the award.

(e) Vacancies that shall be less than sixty (60) working days and temporary job assignments shall not be bid but shall be filled by transfer. Openings created by the filling of vacancies under the provisions of (a) of this Section will not be posted until expiration of the fifteen (15) working day trial period referred to in Section 7 and during the interim, the vacancy will be filled by temporary assignment; provided, however, that the Board may waive the fifteen (15) day trial period and immediately post such vacancy if it is satisfied that the Employee on the new job has the necessary skill, qualifications, ability and physical fitness to satisfactorily perform the duties of the same. In order to fill temporary vacancies, the Board may transfer Employees out of their regular assignments and into other assignments in the same or different classification and to a different building or combination of buildings.

Section 7. An Employee awarded a vacancy shall be given a fair trial in the new job, which trial period will continue for a period of fifteen (15) working days and at any time during such period, the Board may determine that the Employee does not have the necessary skill, qualifications, ability and physical fitness to satisfactorily perform the duties of the new classification and labor grade. During the first five (5) working days on the new job, the Employee may elect not to continue in the assignment. If the Board determines that the Employee cannot satisfactorily perform the duties of the new classification and labor grade or if the Employee elects not to continue in the assignment, the Employee shall be returned to her former position.

Section 8. The Board in its sole discretion may hire substitutes or temporary employees from time to time to take the place of regular Employees who are absent and such substitutes or temporary employees shall not be subject in any way to the terms and conditions of this Agreement.

Section 9. The parties recognize that the nature of the work of a food service operation is unique and that to adequately serve students, faculty and staff within the available time constraints and to prepare and serve meals properly, it may be necessary for supervisory personnel and other non-bargaining unit personnel to perform bargaining unit work and it is agreed that supervisory employees and other non-bargaining unit personnel may, to the extent they have normally done so prior to the effective date of this Agreement or to the extent efficiency of operations may in the future dictate, perform bargaining unit work; provided, however, that the number of supervisors and non-bargaining unit personnel performing bargaining unit work at any one time will not exceed the following at the locations indicated:

High School - 2 individuals
Miller Middle School - 2 individuals
Anson Middle School - 1 individual
Elementary Satellite Kitchens - 1 individual
Bakery - 1 individual

ARTICLE VI

HEALTH PROVISIONS

Section 1. Physical examinations shall be required of all job applicants prior to their employment by the Board and shall be required of all Employees from time to time (presently once every three years). Job applicants and Employees shall submit to such physical examinations by a physician selected by them and the results of the examinations will be submitted to the Board on a form prescribed by the Superintendent. Such form will provide that the Board shall reimburse the job applicant or Employee for the cost of such physical examination up to the amount of \$70.00 during each contract year of this Agreement. (The Board cannot guarantee the procedures to be followed in the billing practices of the examining physician and will have no responsibility if, for any reason, the examining physician elects not to abide by the statements set forth on the examination form.

Section 2. An Employee whose physical well-being may be in doubt in the opinion of the administration shall present satisfactory examination results when requested to do so. If the results of such examination are negative, the cost of the examination will be paid by the Board; otherwise, the cost of such examination will be paid by the Employee.

Section 3. All Employees shall be required to undergo a tuberculosis skin test examination at the beginning of service and every three (3) years thereafter and the cost of same shall be borne by the Board. In the event of a positive skin test examination, the Board may require a follow-up x-ray examination, the cost of which will be borne by the Board. During the first month of employment, an Employee shall submit to a vaccination for Hepatitis A. The vaccination will be administered by a school nurse and the Board will assume the full cost of the procedure.

Section 4. Any Employee with a communicable disease will be excused from the performance of services for such time as may be necessary to effect a cure. During such absence, accumulated sick leave shall be applied.

Section 5. All physical examinations will be taken on the Employee's own time and shall be taken between June 1 and August 31.

Section 6. Employees employed on a regular basis for twenty (20) or more hours per week shall have the right to elect to participate in the group insurance program covering certain other school district employees in accordance with the following:

(a) Employees electing coverage shall notify the Business Office in writing not later than June 1.

(b) The Employee must elect either single or family coverage and the Employee will be responsible for 100% of the premium for the coverage elected. The Employee will pay for such insurance coverage by making payment to the Business Office each month not later than the 15th day of the month, commencing June 15. The June 15 payment will cover the insurance protection for the month of July and subsequent monthly payments will cover the premium for the immediately following calendar month. Failure to make payment to the Business Office by the 15th day of each month will result in cancellation of coverage.

(c) Once an election for coverage is made, it may not be changed during the insurance year (which covers the period July 1 - June 30) except in the case of a change in the personal circumstances of the Employee, such as marriage, divorce, death of spouse or dependent or birth of dependent.

(d) The insurance coverage which is included in this program is limited to the hospital, surgical, major medical and \$2.00/\$5.00 prescription drug coverage only and the benefits and coverages shall be identical to that provided to other Employees covered by the group plan.

Section 7. Employees employed on a regular basis for twenty (20) or more hours per week shall, as of the first day of the month following completion of the probationary period, be provided by the Board with a \$7,500.00 group term life insurance policy.

ARTICLE VII

LEAVES OF ABSENCE

Section 1. Sick Leave. Employees shall accrue sick leave at the rate of one and two-thirds (1 2/3rds) days of sick leave for each complete calendar month of employment. In the event of personal illness or injury, the Employee will continue to receive pay at her regular rate until her sick leave is exhausted; provided, however, that no Employee will be entitled to receive sick leave benefits for a day of absence due to illness or injury in an amount greater than that Employee would have received had she been physically present at work. Unused sick leave days shall be accumulated from year to year up to a

maximum of two hundred (200) days, from all sources.

Section 2. Immediate Family Illness. Employees shall be allowed a maximum of five (5) working days absence in the aggregate in any one (1) contract year in the case of (i) hospitalization of the Employee's spouse, parent, child, sister or brother, (ii) out-patient surgery at the hospital, performed on such individuals or (iii) home care (the need for which is verified by the physician) immediately following and associated with (A) hospitalization of such individuals or (B) out-patient surgery at the hospital performed on such individuals. A maximum of two (2) days per year out of the five (5) days allowed for the purpose of immediate family illness leave can be used for the purpose of "home care," as referred to in clause (iii) above. Absence for immediate family illness leave purposes shall be without loss of pay and shall not be charged against the Employee's accrued days of sick leave. Effective July 1, 2002, these Immediate Family Illness leave provisions shall extend to the Employee's grandchild, if (i) the Employee is the legal guardian of the grandchild or (ii) the Employee is the primary caregiver for the grandchild and the grandchild regularly resides in the Employee's household with no parent of the grandchild regularly residing in such household.

Section 3. Maternity Leave. (a) Any pregnant Employee who desires to continue the performance of her duties during the period of her pregnancy may continue to do so provided that her health and work efficiency are not affected and that she is physically capable to continue to perform her duties.

(b) The determination of the dates maternity leaves shall commence and terminate shall be made by the Director of Food Service after consultation with the Employee and pursuant to the provisions hereinafter set forth. The date of commencement and termination of maternity leaves shall be the date medically established as hereinafter provided. If the Employee plans to return to work following childbirth, she shall report to work within fifteen (15) days of the date of discharge from the hospital unless such resumption of duties is not medically advisable, as hereinafter provided.

(c) Paid sick leave benefits for maternity to the extent of an Employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time medically established for termination and recommencement of duties as hereinafter provided.

(d) Where maternity leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Employee to the Director of Food Service. An application shall be accompanied by the statement of the Employee's physician. Such extensions or reduction shall be granted for the time medically indicated.

(e) The determination of whether the Employee is capable of continuing work during pregnancy or whether she is capable of returning to work following childbirth and whether her health and work efficiency will be adversely affected, shall be made in consultation with the Director of Food Service, the Employee and, if necessary, the Employee's physician, and may also be in consultation with a physician of the Board's selection. In the event of a difference of opinion between the Employee's physician and the Board's

physician, a third physician (chosen by the Employee and the Board or in the event they cannot agree, by the Marshall County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

Section 4. Personal Leave. (a) Employees shall be granted paid, personal leave at the rate of one (1) day during each school year, except that newly employed personnel will receive two (2) days of personal leave during the first school year of their employment (prorated, if less than twelve (12) full months of employment as of June 30). Unused personal leave days shall be accumulated from year to year to a maximum of five (5) days. After five (5) days have accumulated, accrued personal leave days thereafter will be added to the Employee's accumulated sick leave days, provided that the total number of accrued sick leave days shall not exceed two hundred (200).

(b) Personal leave is to be used primarily for the purpose of transacting necessary business which cannot be conducted during non-work hours. Personal leave shall be at the discretion of the Board and in order to assure adequate staffing, any Employee desiring a personal leave shall submit a written request for the same to the Employee's supervisor at least five (5) days in advance of the requested leave day. Requests not submitted at least five (5) days in advance of the requested leave day must be accompanied by a written statement of the reason for the leave. In the case of an emergency, permission for such leave may be sought in person or by telephone with the written statement presented to the Employee's supervisor upon the Employee's return. Should an unusual number of personal leave requests be received for the same day which, if granted, would, in the Board's opinion, impair or interfere with the food service operation, the Board may require a written statement as to the reasons for such request and will grant only those which, in the Board's discretion, are supported by the most compelling reasons and for which adequate substitutes may be obtained.

(c) Except in case of an emergency, no personal leave shall be granted for the day immediately preceding or the day immediately following a holiday or for the day immediately preceding the commencement of school vacation or the day immediately following the end of a school vacation period. Neither shall any personal leave of absence be allowed or recognized during any form of a work stoppage.

(d) No personal leave of absence without pay shall be granted for any purpose unless the Employee can establish to the satisfaction of her Supervisor that an emergency exists which requires the Employee's absence from work.

(e) Employees who work for four (4) hours or more per day may take personal leave in a minimum increment of one-half of the Employee's work day; Employees who work a split shift may take personal leave in a minimum increment of either segment of the split shift on any given day.

Section 5. Jury Duty Leave. An Employee who is called for jury service or for a court appearance under subpoena (excluding cases in which she, the Board or the Union is a party) shall be entitled to jury duty leave on the days on which the Employee so serves or is required to appear and she shall receive,

for each day of jury service or subpoenaed appearance, the difference between her normal pay for that day and the compensation received for such jury service or court appearance. In order to be entitled to jury duty pay an Employee must report for work if normally scheduled to report for work prior to 7:30 a.m. and will be excused one-half hour prior to the time she is required to report for jury duty. In addition, to be entitled to jury duty pay Employees upon release from jury duties must return to work, if there is at least one hour of work time remaining, when the Employee is released by the court, and complete the Employee's regularly scheduled hours of work for that day. Employees may report to work in street clothes on the day of jury service if such clothing and accessories meet all safety and sanitation standards.

Section 6. Bereavement Leave. In the case of death in an Employee's immediate family, the Employee shall be granted permission to be absent from duty for not more than five (5) school days at the discretion of the superintendent as may be determined to be necessary for attendance at the funeral and for any other purpose directly arising out of the death. No deduction of pay shall be made for absence so granted. For the purpose of the foregoing, an Employee's "immediate family" is defined as her spouse, child, parent, brother, sister, spouse of a brother or sister, spouse's parents, spouse's brothers and sisters, a spouse's child by a former marriage, and the grandchildren of the employee and his spouse.

In the case of the death of the grandparents, uncle, aunt, niece, nephew or first cousin of the Employee and his spouse, the Employee shall be granted permission to be absent from work for one (1) day at the discretion of the superintendent in order to permit the Employee to attend the relative's funeral.

Section 7. Limitation on Paid Leave. The amount an Employee receives under a paid leave of absence granted under this Article VII shall be calculated in accordance with the Employee's regular rate of pay and normal hours of work per day so that no Employee shall receive compensation during any paid leave of absence in an amount in excess of what the Employee would have received had she been physically present at work during such days of leave.

ARTICLE VIII

HOURS OF WORK

Section 1. Due to the nature of the food service operation, work schedules of Employees covered by this Agreement and the number of hours of work per day will vary from time to time and from Employee to Employee, all within the sole and exclusive direction of the Board; provided, however, that Employees who are scheduled to work more than four (4) hours during a day will be entitled to an unpaid thirty (30) minute lunch period and to a fifteen (15) minute paid rest period, both to be scheduled at the Board's discretion during the course of the normal work day; and provided, further, that in the event the Board deems it necessary to reduce the number of hours of employment for food service workers for any reason other than the institution of a modified food distribution system for the satellite schools, which is the subject matter of a

separate letter agreement between the Board and the Union, the Board will give written notification to the Union of the proposed reduction in hours and how the same is to be accomplished and, if the Union so requests within seven (7) calendar days after such written notice to it, the Board will meet with the Union business agent and a committee of two (2) Employees to discuss the proposed reduction and to receive any suggestions from the Union as to how the proposed reduction might best be implemented, keeping in mind the necessity to maintain a staff adequate in numbers to satisfactorily perform the food service function and to serve student meals in the limited time allotted for that purpose. It is the intent and purpose of the foregoing to allow the Union and the Employees an opportunity to discuss, with representatives of the Board, in advance, such a proposed reduction in the hours of work, but such discussions shall not infer any requirement for mutual agreement between the Board and Union with respect to such matter.

Section 2. Assignments relating to the preparation and serving of meals for banquets and other programs where food is made available to non-school personnel will be performed by the Employees involved at such times and in such places as the Board may, in its sole discretion, specify; provided, however, that in those instances where preparation for banquets interferes with the performance of normal menu duties, a minimum of four (4) and a maximum of eight (8) Employees, as the supervisor may designate, shall be assigned, at their regular starting time or after their regular quitting time, for such period of additional work, but not less than a minimum of two (2) hours in the aggregate and not more than a maximum of five (5) hours in the aggregate, as the supervisor deems necessary. For purpose of compensating Employees assigned to banquet duties, banquet hours will be considered as only those hours occurring after the conclusion of the normal work day of the affected Employee.

Section 3. Employees who elect to eat the lunches provided by the Board for food service Employees will be governed by the following:

(a) Lunch will be consumed only in an area within the immediate proximity of the Employee's work station, such as the cafeteria or faculty dining room and will not be removed to some other location or area.

(b) Lunches provided by the Board will consist exclusively of the components making up the normal school lunch pattern meal for that day.

(c) Other than the foregoing, there will be no meals consumed by Employees during working hours or on school premises.

ARTICLE IX

HOLIDAYS

Section 1. Employees shall be paid their regular daily wage for six (6) holidays, provided in all cases that they meet the following qualification requirements:

(a) They have worked their entire regular scheduled shift on both the

last regular scheduled work day before the holiday and on the first regular scheduled work day after the holiday unless excused by the Board because of an authorized leave of absence;

(b) They are on the active regular payroll at the time the holiday occurs;

(c) They have been on the payroll for thirty (30) calendar days at the time the holiday occurs.

Section 2. One of the paid holidays will be Labor Day. The other specific days to be observed as paid holidays will be selected at the discretion of the Board and will generally include at least two (2) holidays during each semester during the contract year. The Board will notify the Employees as to the date on which a paid holiday will be observed at least ten (10) days in advance of the holiday. Any such holiday must coincide with a regular school holiday.

Section 3. The amount of holiday pay shall be calculated in accordance with the Employee's regular rate of pay and normal hours of work per day.

Section 4. Employees regularly assigned to work at the time the 4th of July holiday occurs shall receive paid time off with respect to such holiday, provided they satisfy the qualification requirements for holiday pay set forth in Section 1 above.

ARTICLE X

WAGES

Section 1. New wage rate schedules shall be placed into effect as of July 1, 2006, as of July 1, 2007, and as of July 1, 2008, and said new wage rate schedules are attached hereto as Exhibits C-1, C-2 and C-3, respectively, and by this reference thereto are made a part hereof.

Section 2. When an Employee permanently transfers by job bid or other contract procedure to a new job in a higher labor grade, she shall move horizontally on the wage table to that step in the new labor grade which corresponds to the step from which moving.

Section 3. When an Employee moves to a lower labor grade by reason of a reduction in the work force, she shall be placed on that step in the lower labor grade which corresponds to the step from which she was laid off. No Employee shall be permitted, in the exercise of seniority in the event of a layoff, to transfer to a job in a higher labor grade than that of the Employee's regular assignment.

Section 4. In the event an Employee is transferred temporarily from one (1) job classification to another, she shall continue to be paid at her regular rate of pay, but if the temporary assignment lasts for at least three (3) consecutive full work days, and is to a position in a higher labor grade, the

Employee will be paid on a retroactive basis, commencing with the first day of the temporary assignment, at the rate of pay for the same corresponding step in the temporary Labor Grade as the Employee occupies in her regular assignment. If a temporary assignment to a higher Labor Grade, irrespective of the number of prior temporary assignments during the contract year, is not for at least three (3) consecutive full work days, the Employee will continue to be paid during the temporary assignment at her regular rate of pay.

Section 5. Subject to the provisions of Section 2 of Article VIII hereof, the rate of pay for work performed in connection with banquet activities and similar programs, will be \$2.25 per hour in addition to the Employee's regular rate of pay.

Section 6. The Board agrees that during each contract year for the term of this Agreement (July 1, 2006 - June 30, 2009), it will contribute for each Employee who has completed the probationary period, the sum of One Hundred Dollars (\$100.00) toward the cost of uniforms and shoes required to be worn by Employees in the performance of their duties for the Board. Employees must furnish adequate proof of purchase. Reimbursement will be made within ten (10) days after the Employee has submitted proof of purchase and proof of purchase shall be submitted by an Employee only once during the contract year.

No Employee shall receive more than the sum of One Hundred Dollars (\$100.00) in the form of the uniform and shoe allowance for each contract year during the term of this Agreement.

Section 7. Employees assigned to the Bakery at Lenihan who report to work as scheduled prior to 6:45 a.m. will receive a shift premium of 20¢ per hour for all hours worked by them on such day.

ARTICLE XI

DUES DEDUCTION

Section 1. Any Employee who is a member of the Union or who has applied for membership may sign and deliver to the Union an assignment form authorizing the payroll deduction of Union dues and the Union shall transmit such assignment form to the Board.

Section 2. Pursuant to such authorization, the Board shall deduct from the regular salary check of the Employee for each month the Employee received such a check, the amount of Union dues as specified by the Union.

Section 3. The dues deduction authorization shall continue in effect from year to year, but may be terminated by the Employee at any time by giving a thirty (30) day written notice to the Board.

Section 4. The Board shall transmit to the Union the total deduction for Union dues each month that salary checks are distributed to Employees and shall provide a list of the Employees for whom deductions are made.

Section 5. The Board shall not be liable to the Union by reason of the

requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from an Employee's compensation earned.

Section 6. The Union agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, including reasonable attorney's fees, suits or other forms of liability, and all court costs arising out of the application of the provisions of this Article.

ARTICLE XII

MISCELLANEOUS

Section 1. The representative of the Union shall be permitted access to school property during working hours for the purpose of checking on working conditions and ascertaining that the agreement is being adhered to; provided, however, that there is no interference with or disruption of the duties and activities of Employees or the operation of the schools and school programs; and provided further that a representative must first request and receive permission from the appropriate supervisor and from the principal of any school building where such visitation is to take place.

Section 2. Should any portion of this Agreement be rendered invalid by Legislative act or declared illegal or invalid by a court of competent jurisdiction, then such invalid or illegal provision shall be deleted from this Agreement, to the extent that it violates the law, and the remainder of the Agreement shall continue in full force and effect.

Section 3. This Agreement shall become effective as of July 1, 2006, and will continue in effect until June 30, 2009, and, except as hereinafter provided, shall govern the rights and obligations of the Board, the Employees and the Union in connection with the 2006-2007, 2007-2008 and 2008-2009 school years established by the Board. This Agreement shall continue in effect for successive twelve month periods thereafter and for each corresponding subsequent school year unless on or before October 1, 2008, or on or before October 1 of any year thereafter, either party gives written notice by certified mail to the other party of its desire to modify or terminate this Agreement. Notice of either modification or termination shall have the effect of staying automatic renewal of this Agreement.

ARTICLE XIII

CONTINUING EDUCATION

Section 1. The Board has adopted a continuing education training program which provides wage premiums to employees who satisfy the program requirements, as hereinafter set forth in this Article XIII.

Section 2. Employees participating in the Continuing Education Program must have successfully completed 30 contact hours of continuing education training (as outlined by the School Nutrition Association (SNA) for Level 1 certification), join the SNA, apply and receive Level 1 certification to qualify for the Level 1 continuing education hourly premium. After satisfying the requirements for the Level 1 continuing education premium, employees may qualify for the extended continuing education premium by completing an additional 30 contact hours of training approved by the School Nutrition Association Iowa (SNAI).

Section 3. All employees, regardless of whether they enroll in the Continuing Education Program, will be required to complete the 10-hour Safety/Sanitation class within the first year of employment with cost of the class being paid by the District. Failure to satisfactorily complete this course within the specified time will result automatically in termination of employment

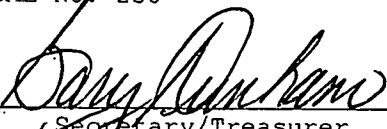
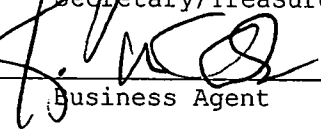
Section 4. All required training in order to qualify for the Level 1 continuing education premium will be provided at the Board's expense. All required training for the extended continuing education premium must be accomplished at the employee's own cost.

Section 5. In order to qualify for and maintain Level 1 continuing education and extended continuing education premiums, employees must retain their SNA membership and certified status, meeting requirements as specified in the SNA Certification Master Plan. Failure to maintain membership and certification in SNA will result in immediate loss of entitlement to any continuing education premiums. Documentation of membership and certification must be provided to the Director of Food Service no later than September 1 of each year in order to receive Level 1 continuing education premiums and extended continuing education premiums during that school year. Employees may not become entitled to the extended continuing education premium until they have satisfied the requirements for the Level 1 continuing education premium.

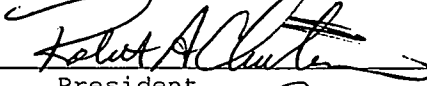
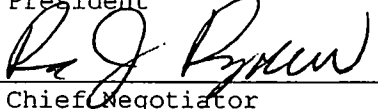
Section 6. For each year during the term of this Agreement, the Level 1 continuing education premium will be 85¢ per hour and the extended continuing education premium will be 75¢ per hour.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives, on the 30 day of January, 2006.

TEAMSTERS/CHAUFFEURS & HELPERS,
LOCAL NO. 238

By 
Secretary/Treasurer
By 
Business Agent

BOARD OF EDUCATION, MARSHALLTOWN
COMMUNITY SCHOOL DISTRICT IN THE
COUNTY OF MARSHALL, STATE OF IOWA

By 
President
By 
Chief Negotiator

STEP 5 - REQUEST FOR ARBITRATION

Signature of Grievant _____

Signature of Union Business Agent _____

Date _____

JOB CLASSIFICATIONS

Food Preparation

Kitchen Coordinator

Customer Service

Delivery Route

EXHIBIT B

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
DIVISION OF FOOD SERVICE
SALARY SCHEDULE, 2006-2007

STEP	GRADES						STEP
	I	II	III	IV	V	VI	
1	\$8.42	\$8.56	\$8.68	\$8.88	\$9.08	\$10.21	1
2	9.50	9.64	9.77	10.07	10.28	11.30	2

Employees shall remain on the same step of the above salary schedule during the 2006-2007 school year as they occupied during the 2005-2006 school year, except that after eight (8) years of service with the District (determined as of December 31 of each year), Employees will advance to Step 2.

New hires will be employed initially at a rate 50¢ per hour less than Step 1 of their respective labor grade. After completing ninety (90) work days, first year employees will be advanced 20¢ per hour and upon their anniversary date of hire said employees will receive the rate of pay for Step 1 of their respective labor grades.

In addition to the above schedule, employees may qualify for longevity premiums in accordance with the following schedule. Longevity is defined as full years of employment in the Marshalltown Community School District as of December 31 each contract year. The hourly premium is determined by multiplying the percentage times the hourly rate for Grade I, Step 1.

During the 12th through 15th years of service ...	2 1/2% or 21¢ per hour
During the 16th through 20th years of service ...	3 1/2% or 29¢ per hour
During the 21st year and thereafter	4 1/2% or 38¢ per hour

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
DIVISION OF FOOD SERVICE
SALARY SCHEDULE, 2007-2008

STEP	GRADES						STEP
	I	II	III	IV	V	VI	
1	\$8.87	\$9.01	\$9.13	\$9.33	\$9.53	\$10.66	1
2	9.95	10.09	10.22	10.52	10.73	11.75	2

Employees shall remain on the same step of the above salary schedule during the 2007-2008 school year as they occupied during the 2006-2007 school year, except that after eight (8) years of service with the District (determined as of December 31 of each year), Employees will advance to Step 2.

New hires will be employed initially at a rate 50¢ per hour less than Step 1 of their respective labor grade. After completing ninety (90) work days, first year employees will be advanced 20¢ per hour and upon their anniversary date of hire said employees will receive the rate of pay for Step 1 of their respective labor grades.

In addition to the above schedule, employees may qualify for longevity premiums in accordance with the following schedule. Longevity is defined as full years of employment in the Marshalltown Community School District as of December 31 each contract year. The hourly premium is determined by multiplying the percentage times the hourly rate for Grade I, Step 1.

During the 12th through 15th years of service ...	2 1/2% or 22¢ per hour
During the 16th through 20th years of service ...	3 1/2% or 31¢ per hour
During the 21st year and thereafter	4 1/2% or 40¢ per hour

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
DIVISION OF FOOD SERVICE
SALARY SCHEDULE, 2008-2009

STEP	GRADES						STEP
	I	II	III	IV	V	VI	
1	\$9.37	\$9.51	\$9.63	\$9.83	\$10.03	\$11.16	1
2	10.45	10.59	10.72	11.02	11.23	12.25	2

Employees shall remain on the same step of the above salary schedule during the 2008-2009 school year as they occupied during the 2007-2008 school year, except that after eight (8) years of service with the District (determined as of December 31 of each year), Employees will advance to Step 2.

New hires will be employed initially at a rate 50¢ per hour less than Step 1 of their respective labor grade. After completing ninety (90) work days, first year employees will be advanced 20¢ per hour and upon their anniversary date of hire said employees will receive the rate of pay for Step 1 of their respective labor grades.

In addition to the above schedule, employees may qualify for longevity premiums in accordance with the following schedule. Longevity is defined as full years of employment in the Marshalltown Community School District as of December 31 each contract year. The hourly premium is determined by multiplying the percentage times the hourly rate for Grade I, Step 1.

During the 12th through 15th years of service ...	2 1/2% or 23¢ per hour
During the 16th through 20th years of service ...	3 1/2% or 33¢ per hour
During the 21st year and thereafter	4 1/2% or 42¢ per hour